

# **EXHIBIT**

## **“K”**

**PLAINTIFF’S JUNE 5, 2019  
CEASE AND DESIST  
CORRESPONDENCE TO  
DEFENDANTS**

# **LAW OFFICES OF ALVIN L. PITTMAN**

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June 5, 2019

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Mr. Austin Brown (NBA Agent)  
C/O Creative Artists Agency (CAA)  
405 Lexington Avenue, 19<sup>th</sup> Floor  
New York, New York 10174

Creative Artists Agency (CAA)  
2000 Avenue of the Stars  
Los Angeles, California 90067

**Re: ZION WILLIAMSON AND PRIME SPORTS MARKETING, LLC & MS.  
GINA FORD**

Ms. Metelus, Mr. Brown & CAA:

The Law Offices of Alvin L. Pittman and the Law Firm of Drummond & Squillace, PLLC, (collectively "The TEAM") represent Prime Sports Marketing, LLC ("PSM") and Ms. Gina Ford ("Ford"), collectively referred to as "our Clients". We write to you as individuals and as duly authorized agents and/or ostensible agents of Creative Artists Agency ("CAA") to address the conflict that became evident and the injury and harm caused by your broad public announcement of your claim of representation of Zion Williamson ("Mr. Williamson") on May 30, 2019, and your subsequent actions of attempting to interfere with the rights, relationship, contracts (and prospective contracts and business negotiations), business relationships of our Clients relative to the representation of (Mr. Williamson) and otherwise.

Having reviewed the facts underlying our Clients assertion of right of representation of Mr. Williamson, we have concluded that the Agreement between Mr. Williamson and our Clients is valid and enforceable. The material facts indicate that after Mr. Williamson officially declared for the NBA Draft on or about April 15, 2019, Mr. Williamson and our Clients entered a contractual agreement on April 20, 2019 which accorded our Clients exclusive right of representation of Mr. Williamson relative to all matter of branding, marketing, endorsements, etc. Incident to the negotiations that resulted in the signing, our Clients were verbally requested, and agreed, to refrain from taking on any new clients for a two (2) year period. Indeed, in compliance with that verbal request and in partial consideration for Mr. Williamson's selection of them, our Clients turned down requests for representation meetings from other likely draftees.

Since your announcement, we are informed that you have been actively engaging in efforts to interfere with and undermine deals, prospects and relationships which represent our Clients' work product to date on behalf of Mr. Williamson. Beyond the fact that your contacts of, and

representations to, persons and entities with whom our Clients have established relationships and have pending deals and/or deal opportunities (i.e., the work product, personal and proprietary business information of our Clients and its unauthorized use by you) constitute willful, intentional and tortuous interference and exhibits conscious disregard for law and/or the rights of our Clients, your actions also severely injure the character and reputation of our Clients in the marketplace community where they conduct business.

We demand that you Cease-and-Desist from the actions of interfering with our Clients' lawful right of representation of Mr. Williamson as authorized by their valid and enforceable contract with him. Further, we demand that you cease in your efforts to benefits yourself from your obvious possession of the confidential and proprietary information constituting our Clients' work product presented to Mr. Williamson for consideration.

Our analysis indicate that CAA knew and/or should have known of our Clients' valid contract with, and right of representation of, Mr. Williamson, before the far-reaching public announcement that CAA had become Mr. Williamson's exclusive representative was made. This means that CAA acted with knowledge and intent to disrupt the representational rights of our Clients and with malice and reckless disregard for the injury, losses, damages and harm its actions would cause our Clients. Considering this, absent prompt amicable resolution, we will initiate litigation fully addressing all actions engaged by CAA to effectuate the rights of our Clients. This lawsuit will seek punitive damages (which will likely be awarded) in addition to economic damages for all monetary losses associated with actual deals and reasonably attainable deal (in light of the marketability of Mr. Williamson) non-economic damages to address the injury, damage and harm willfully levied upon our Clients' characters and reputations, and appropriate injunctive relief.

Urgency surrounds this matter and it is foreseeable that litigation serves the best interests of no one in short term. Thus, as we prepare for litigation on behalf of our Clients, we are amenable to good faith pursuit of an amicable resolution of this matter without protracted litigation. We extend this offer noting that the egregious actions by you has caused and continues to cause significant injuries, losses and harm to our Clients, and that your actions have cast a dark and injurious cloud on the veracity and integrity of our Clients which has damaged and continues to damage our Clients' reputation and ability to conduct business. Indeed, you and Zion foreseeably injured, damaged and harmed (in continuing manner) our Clients in an amount in excess of One Hundred Million Dollars (\$100,000,000.00).

Kindly advise whether you are interested in pursuit of an amicable mediation/resolution of this matter by Noon eastern standard time on June 10, 2019. If we not receive a response from you by that time, we will move forward with advancement of our Clients' rights and interests by commencement of legal action against you and all other parties whom our Clients deem to be responsible for the injuries, losses, damages and harm referenced herein.

Very truly yours,



ALVIN L. PITTMAN,  
For THE TEAM on behalf of:

Gina Ford  
Prime Sports Marketing, LLC

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